

Honorable Judge Richard A. Jones

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

8 BOMBARDIER INC.,

9 Plaintiff,

10 v.

11 MITSUBISHI AIRCRAFT CORPORATION,
12 MITSUBISHI AIRCRAFT CORPORATION
13 AMERICA INC., AEROSPACE TESTING
14 ENGINEERING & CERTIFICATION INC.,
15 MICHEL KORWIN-SZYMANOWSKI,
16 LAURUS BASSON, MARC-ANTOINE
17 DELARCHE, CINDY DORNÉVAL, KEITH
18 AYRE, AND JOHN AND/OR JANE DOES 1-
88,

19 Defendants.

No. 2:18-cv-01543-RAJ

DECLARATION OF PETER
QUINLAN IN SUPPORT OF
BOMBARDIER INC.'S MOTION
FOR PRELIMINARY
INJUNCTION

NOTE ON MOTION
CALENDAR:
JANUARY 4, 2019

20 I, PETER QUINLAN declare as follows:

21 1. I am an employee of Bombardier, Inc. ("Plaintiff"). I have been employed at
22 Bombardier since November 2011, and my current title is Manager, Systems Project
23 Engineering on the Global 7500 program. I have personal knowledge of the matters
24 addressed herein.

25 2. I have reviewed the Declaration of Laurus Basson ("Basson Declaration"),
26 which was filed in this case as Dkt. No. 62.

27 DECLARATION OF PETER QUINLAN IN
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1201 Third Avenue
Suite 3600
Seattle, WA 98101-3029
1.206.682.8100

1 3. During the time period beginning October 2015 and ending January 2016, I
 2 was employed by Bombardier as Acting Manager for Wing High Lift Systems (“WHLS”) on
 3 the Global 7000 program. During my time in this role, I was a direct supervisor to Mr.
 4 Basson and I oversaw and was responsible for his day-to-day activities. I reported to Mr. Naji
 5 Fadel, who was and still is the Director of Systems Engineering. I was not Mr. Basson's
 6 manager at the time he left Bombardier in March 2016, by which time I had transferred to
 7 another position within Bombardier.

8 4. In paragraph 8 of the Basson Declaration, Mr. Basson states that it was
 9 common practice for Bombardier employees to perform Bombardier work on their personal
 10 computers, and to send Bombardier documents to their personal email addresses. I disagree
 11 with Mr. Basson's statements. During my time as Acting Manager for WHLS, I did not
 12 personally give Bombardier employees permission to send any confidential or proprietary
 13 Bombardier documents to their personal email addresses, nor to download any confidential or
 14 proprietary Bombardier documents to their personal computers. To the best of my
 15 knowledge, it was not common practice nor was it acceptable for Bombardier employees to
 16 do this. Nor was it common practice or acceptable for ex-Bombardier employees to work on
 17 Bombardier projects—let alone highly-sensitive Bombardier projects—after the end of their
 18 employment with Bombardier. It is my understanding that this was still true when Mr.
 19 Basson departed Bombardier.

20 5. I understand from paragraph 12 of Mr. Basson's Declaration that on his last
 21 day of employment with Bombardier—March 4th, 2016—he sent two Bombardier documents
 22 to his personal email address. I have reviewed both documents, which relate to the Skew
 23 Detection System (“SDS”) for the Bombardier Global 7000/8000 aircraft, and which were
 24 previously filed as Docket Numbers 6-1 and 6-2. I note that nearly every page of both
 25 documents indicates the presence of “private” and “confidential” information of Bombardier.
 26 I did not give Mr. Basson permission to send these documents to his personal email address or
 27 to download these presentations to his personal computer, nor did I request that he update

1 these documents after his employment ended. I do not believe that another manager in that
2 position would have given such permission or made such a request.

3 6. It was improper and contrary to Bombardier's policy for Mr. Basson to send
4 these proprietary documents to his personal email address, especially just before his departure
5 from Bombardier. Mr. Basson admits as much in paragraphs 19 and 20 of the Basson
6 Declaration because he knew of his obligation not to use or disclose any Bombardier trade
7 secrets to anyone. He also knew that his duty under Bombardier's Code of Ethics prohibited
8 him from transmitting Bombardier confidential or proprietary information through unsecure
9 channels. In paragraph 20 of the Basson Declaration, he "acknowledged receipt of the Code
10 of Ethics, and [he] at all times to this day, has taken [his] obligations seriously." I have
11 reviewed Bombardier's Code of Ethics and I note that pages 14-15 of that document clearly
12 state that employees can transmit confidential documents by email only when it is reasonable
13 to believe that it can be done under secure conditions. No reasonable person would consider
14 it secure to transmit confidential and proprietary information to a personal e-mail address.

15 7. One of the documents Mr. Basson sent to his personal email address on March
16 4th, 2016—"2016-03-03 TCCA Skew Detection Presentation- JAN 28 FINAL.pptx"—
17 contains extensive proprietary information concerning Bombardier's approach to certifying its
18 Skew Detection System ("SDS") on the Global 7000/8000 aircraft, including: the process for
19 the selection of applicable relevant regulations; the selected set of applicable regulations for a
20 position indicating system (among hundreds of potentially applicable regulations); the
21 selection of applicable qualification regulations to clear certification flight testing of an
22 actuator and a controller; and Bombardier's strategy to modify the SDS of a previously-
23 certified design. For example, pages 22 to 31 are a plain English walk-through example of
24 using a modification impact analysis in order to arrive at an efficient and minimal set of
25 applicable regulations for certifying the SDS. An approach based on combining failure
26 probability, system independence, component dissimilarity, failure annunciation, and
27 evaluation of system complexity is laid out to reduce the Functional Design Assurance level

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1 of the SDS to level C that still supports compliance of a level A failure (page 26-28). This
2 reduced the requirements for system reliability, analysis, and testing in order to demonstrate
3 compliance. This approach and the resulting applicable regulations (page 31) could be
4 applied to certifying other hydro-mechanical indication and position monitoring systems such
5 as those contained in landing gear, doors, and flight control systems.

6 8. Also, pages 61-67 provide a proprietary list of minimum qualification
7 requirements that would be needed to apply for an experimental flight certificate and would
8 facilitate certification flight testing. There is no available guidance to earning an
9 experimental flight certificate, which is a necessary prerequisite to flight testing, which in turn
10 is necessary to achieving type certification. This information is highly proprietary.

11 9. I disagree with Mr. Basson's assertion (in paragraph 17 of the Basson
12 Declaration) that the certification approach was readily ascertainable via the WHLS
13 Certification Plan. The WHLS Certification Plan is not a publicly available document, and is
14 clearly marked as confidential and proprietary to Bombardier.

15 10. The documents that Mr. Basson emailed to his personal email account would
16 be valuable as approaches, process examples, or templates to another aircraft manufacturer
17 attempting to flight test and certify its own commercial aircraft, including the MRJ. This is
18 especially true for a manufacturer without an established process for doing so, such as
19 Mitsubishi. The presentation also shows a level of design detail that goes beyond what is
20 available in aircraft investigation report descriptions. The level of design detail in the
21 presentation is confidential and proprietary information because it contains schematic
22 information on power supply component configuration for quick shutdown, identified system
23 risks with mitigating development testing and results, system signal and signal processing
24 information, and flap actuator interface details for mounting the sensor and target.

1 I declare under penalty of perjury under the laws of the United States of America that
2 the foregoing is true and correct.

3 EXECUTED at Toronto, ON, Canada, this 4th day of January, 2019

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6 PETER QUINLAN

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JOHNSON | KINDNESS

1201 Third Avenue
Suite 3600
Seattle, WA 98101-3029
1.206.682.8100

CERTIFICATE OF SERVICE

I hereby certify that on January 4, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Jerry A. Riedinger
PERKINS COIE LLP
Email:
JRIedinger@perkinscoie.com
docketsea@perkinscoie.com
lshaw@perkinscoie.com
sporter@perkinscoie.com

Mack H. Shultz
PERKINS COIE LLP
Email:
MShultz@perkinscoie.com
docketseapl@perkinscoie.com
sbilger@perkinscoie.com

Mary Z. Gaston
PERKINS COIE LLP
Email:
MGaston@perkinscoie.com
docketsea@perkinscoie.com
jstarr@perkinscoie.com

James Sanders
PERKINS COIE LLP
Email:
JSanders@perkinscoie.com
RBecken@perkinscoie.com
docketsea@perkinscoie.com
jdavenport@perkinscoie.com

Shylah R. Alfonso
PERKINS COIE LLP
Email:
SAlfonso@perkinscoie.com
docketsea@perkinscoie.com

Attorneys for Mitsubishi Aircraft Corporation America Inc.

Richard J. Omata
KARR TUTTLE CAMPBELL
Email: romata@karrtuttle.com
jnesbitt@karrtuttle.com
swatkins@karrtuttle.com

Mark A. Bailey
KARR TUTTLE CAMPBELL
Email: mbailey@karrtuttle.com
jsmith@karrtuttle.com
mmunhall@karrtuttle.com
sanderson@karrtuttle.com

Attorneys for Aerospace Testing Engineering & Certification Inc., Michel Korwin-Szymanowski, Laurus Basson, and Cindy Dornéval

Daneil T. Hagen
KARR TUTTLE CAMPBELL
Email: dhagen@karrtuttle.com

s/ John D. Denkenberger

John D. Denkenberger, WSBA No.: 25,907
Brian F. McMahon, WSBA No.: 45,739
E. Lindsay Calkins, WSBA No.: 44,127
Christensen O'Connor Johnson Kindness PLLC

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1201 Third Avenue, Suite 3600
Seattle, WA 98101-3029
Telephone: 206.682.8100
Fax: 206.224.0779
E-mail: john.denkenberger@cojk.com,
brian.mcmahon@cojk.com,
lindsay.calkins@cojk.com, litdoc@cojk.com

5 *Attorneys for Plaintiff Bombardier Inc.*
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